

000511 DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE: 101
March 24, 2008 06/10

SUBJECT: Rehabilitation of Voltaire Street Bridge Over Nimitz Boulevard – Consultant Agreement

GENERAL CONTRACT INFORMATION

Recommended Contractor: Simon Wong Engineering
Amount of this Action: \$ 174,000
Funding Source: Federal and City
Goal: 15% Voluntary MBE/WBE/DBE/DVBE

SUBCONTRACTOR PARTICIPATION

This Action

Kimley Horn (Other)	\$ 78,158	44.9%
Total Certified Participation	\$ 0	0%
Total Other Participation	\$ 78,158	44.9%
Total Participation	\$ 78,158	44.9%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Simon Wong Engineering submitted a Workforce Report for their San Diego office dated March 7, 2008, which reflects 98 employees. The analysis of the Workforce Report indicates under representation in the following areas:

African American	Technical, Administrative Support
Hispanic	Administrative Support
Asian	Technical
Filipino	A&E, Science, Computer, Technical, Administrative Support
Female	Technical

Simon Wong has been requested to submit an Equal Opportunity Plan which describes their strategies to remedy these deficiencies.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.

by:AMJ

File: Admin WOFO 2000

Date WOFO Submitted: 3/4/2008

Input by: AMJ

Goals reflect statistical labor force

availability for the following:

2000 CLFA

San Diego, CA

City of San Diego/Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT

FOR

Company: Simon Wong Engineering

I. TOTAL WORK FORCE:

	Black			Hispanic			Asian			American Indian			Filipino			White			Other		
	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F
Mgmt & Financial	3.3%	0	1	11.9%	0	0	6.2%	1	0	0.4%	0	0	6.2%	0	0	1	0	0	0	0	0
Professional	4.0%	0	0	12.6%	0	0	6.5%	0	0	0.5%	0	0	6.5%	0	0	0	0	0	0	0	0
A&E, Science, Computer	2.8%	0	1	7.3%	3	0	16.2%	2	5	0.3%	0	0	16.2%	0	0	18	3	0	0	0	0
Technical	6.6%	1	0	14.8%	7	0	17.2%	2	1	0.4%	0	0	17.2%	0	0	20	3	0	0	0	0
Sales	3.9%	0	0	19.5%	0	0	8.8%	0	0	0.6%	0	0	6.8%	0	0	0	0	0	0	0	0
Administrative Support	7.0%	0	1	20.8%	0	2	8.8%	0	8	0.6%	0	0	8.8%	0	0	5	13	0	0	0	0
Services	5.5%	0	0	36.8%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	0	0	0	0	0	0
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0	0	0	0	0	0
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0	0	0	0	0
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0	0	0	0	0
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0	0	0	0	0
TOTAL		1	3		10	2		5	14		0	0		0	0		44	19		0	0

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial
 Professional
 A&E, Science, Computer
 Technical
 Sales
 Administrative Support
 Services
 Crafts
 Operative Workers
 Transportation
 Laborers

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
3	2	1	39.8%
0	0	0	59.5%
32	23	9	22.3%
34	30	4	49.0%
0	0	0	49.4%
29	5	24	73.2%
0	0	0	62.3%
0	0	0	8.6%
0	0	0	36.7%
0	0	0	15.2%
0	0	0	11.1%

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

TOTAL

98 60 38

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.10	1	N/A	0.36	0	N/A	0.19	0	N/A	0.01	0	N/A	0.19	0	N/A	1.19	1	N/A
Professional	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
A&E, Science, Computer	0.90	1	N/A	2.34	3	N/A	5.18	7	1.82	0.10	0	N/A	5.18	0	(5.18)	7.14	9	1.86
Technical	2.24	1	(1.24)	5.03	7	1.97	5.85	3	(2.85)	0.14	0	N/A	5.85	0	(5.85)	16.66	4	(12.66)
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	2.03	1	(1.03)	6.03	2	(4.03)	2.55	8	5.45	0.17	0	N/A	2.55	0	(2.55)	21.23	24	2.77
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

000513

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE ONLY)

2800708

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):
ENGINEERING & CAPITAL PROJECTS3. DATE: 3/7/2008 101
06/10

4. SUBJECT:

Rehabilitation of Voltaire Street Bridge over Nimitz Boulevard – Consultant Agreement

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.):

Marnell Gibson, 533-5213, MS 908A

6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.):

Abi Palaseyed, 533-4654, MS 908A AP

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED



8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	30244					9. ADDITIONAL INFORMATION / ESTIMATED COST:
DEPT.	30244					Consultant Contract: \$174,000
ORGANIZATION	107					
OBJECT ACCOUNT	4279					
JOB ORDER	525233					
C.I.P. NUMBER	52-519.0					
AMOUNT	\$174,000					

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	<i>[Signature]</i>	3/17/08	8	COO	- Not required -	
2	EAS	<i>[Signature]</i>	3/19/08	9	P&C	<i>[Signature]</i>	4/14/08
3	EOCP	<i>[Signature]</i>	3/24/08	10	CITY ATTORNEY	<i>[Signature]</i>	5/16/2008
4	LIAISON OFFICE	<i>[Signature]</i>	3/28/08	11	ORIG. DEPT	<i>[Signature]</i>	5/20/08
5	CIP/FM	<i>[Signature]</i>	4/4/08		DOCKET COORD:	<i>[Signature]</i>	5/28/08
6	AUDITOR	<i>[Signature]</i>	4/8/08		COUNCIL PRESIDENT	<i>[Signature]</i>	
7	DEPUTY CHIEF	<i>[Signature]</i>	4/9/08				

11. PREPARATION OF:

☒ RESOLUTIONS☐ ORDINANCE(S)☐ AGREEMENT(S)☐ DEED(S)

1. Authorizing the Mayor or his designee to execute an Agreement with Simon Wong Engineering, to provide design services for the Rehabilitation of Voltaire Street Bridge over Nimitz Boulevard project in an amount not to exceed \$174,000 from CIP 52-519.0, Rehabilitation of Voltaire Street Bridge over Nimitz Boulevard (Job Order 525233); and

(Continued)

11A. STAFF RECOMMENDATIONS:

Approve the Resolution(s)

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

COUNCIL DISTRICT(S): 2 (Kevin Faulconer)

COMMUNITY AREA(S): Peninsula

ENVIRONMENTAL IMPACT: This Activity is statutorily exempt from California Environmental Quality Act pursuant to State CEQA Guidelines Section 15262.

HOUSING IMPACT: None with this action

OTHER ISSUES: Attachments: Consultant Agreement, Location Map

2. Authorizing the expenditure of \$174,000 from CIP 52-519.0, Rehabilitation of Voltaire Street Bridge over Nimitz Boulevard (Job Order 525233), for the purpose of executing the Agreement with Simon Wong Engineering, provided that the City Auditor and Comptroller first furnishes a certificate demonstrating funds are available; and

CITY ATTORNEY

3. Authorizing the City Auditor and Comptroller, upon advice from the administering department, to return excess funds, if any, to the appropriate reserves.

08 APR 14 PM 4:06

000514

CIVIL DIVISION

CITY ATTORNEY
08 MAY -6 PM 4:05
CIVIL DIVISION

EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: March 7, 2008 REPORT NO.:
ATTENTION: Council President and City Council
ORIGINATING DEPT.: Engineering and Capital Projects
SUBJECT: Rehabilitation of Voltaire Street Bridge over Nimitz Boulevard –
Consultant Agreement
COUNCIL DISTRICTS: 2 (Kevin Faulconer)
STAFF CONTACT: Marnell Gibson/Abi Palaseyed (619) 533-5213/533-4654

REQUESTED ACTION: Authorize expenditure of \$174,000, execute Consultant Agreement with Simon Wong Engineering.

STAFF RECOMMENDATION: Approve the resolutions.

EXECUTIVE SUMMARY: The Voltaire Street Bridge is located between Wabaska Drive and Sea Colony Court, and crosses over Nimitz Boulevard. This bridge is eligible for Federal funding for rehabilitation due to spalling of the bridge deck, substandard barrier rails, and functionally obsolete geometry (there are more lanes on the bridge than on the approaches). The project proposes to replace the barrier rails, add new street lights, re-stripe to reduce the number of through-lanes from four to two, add a two-way left-turn lane by removing the existing center median, modify the existing storm drain inlets, repair sidewalk and bridge spalls, and reseal the concrete bridge deck. The bridge is on Caltran's Highway Bridge Program Eligible Bridge List; the project is 80% Federally funded with 20% local match.

In accordance with Council Policy 300-07 and Administrative Regulation 25.60, five firms were interviewed to provide bridge design services for this project. The panel members ranked Simon Wong Engineering as the most qualified team, and was subsequently selected by the appointing authority to perform the work.

FISCAL CONSIDERATIONS: Funding is available for the Consultant Agreement with Simon Wong Engineering in the amount of \$174,000 from CIP 52-519.0, Rehabilitation of Voltaire Street Bridge over Nimitz Boulevard (Job Order 525233), Fund 38987, Highway Bridge Program, and Fund 10252, North Bay Redevelopment Agency.

PREVIOUS COUNCIL AND/OR COMMITTEE ACTION: Resolution R-298636 was adopted on November 25, 2003, transferring \$170,000 in North Bay Redevelopment Agency funds into the project. Resolution R-301218 was adopted on February 9, 2006, to appropriate and expend \$135,864 in HBRR funds for the purpose of design.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: Staff presented conceptual plan to Peninsula Community Planning Board, which the Board approved unanimously.

KEY STAKEHOLDERS: Peninsula Community Planning Board, Simon Wong Engineering, Kimley-Horn & Associates, Inc., Caltrans, and FHWA.

000516

EXECUTIVE SUMMARY SHEET

EQUAL OPPORTUNITY CONTRACTING:

Funding Agency: Federal Highway Administration (Highway Bridge Program), and
City of San Diego (North Bay Redevelopment Agency)

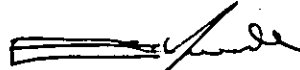
Goals: 15% Voluntary (MBE/WBE/DBE/DVBE/OBE)

Subconsultant Participation: \$78,158 (44.9%)

Other: Workforce Report Submitted – Equal Opportunity Plan required.
Staff will monitor plan and adherence to Nondiscrimination
Ordinance.



mb Patti Boekamp
Director of Engineering & Capital Projects



David Jarrell
Deputy Chief Public Works

000517

**The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800708
ORIGINATING DEPT. NO.: 446

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$174,000.00

Vendor: Simon Wong Engineering

Purpose: Authorizing the expenditure of funds to provide design services for the Rehabilitation of Voltaire Street Bridge over Nimitz Boulevard. CIP 52-523.3

Date: April 9, 2008 By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0		30244	107	4279	525233				\$174,000.00
TOTAL AMOUNT										\$174,000.00

AC-361 (REV 2-92)

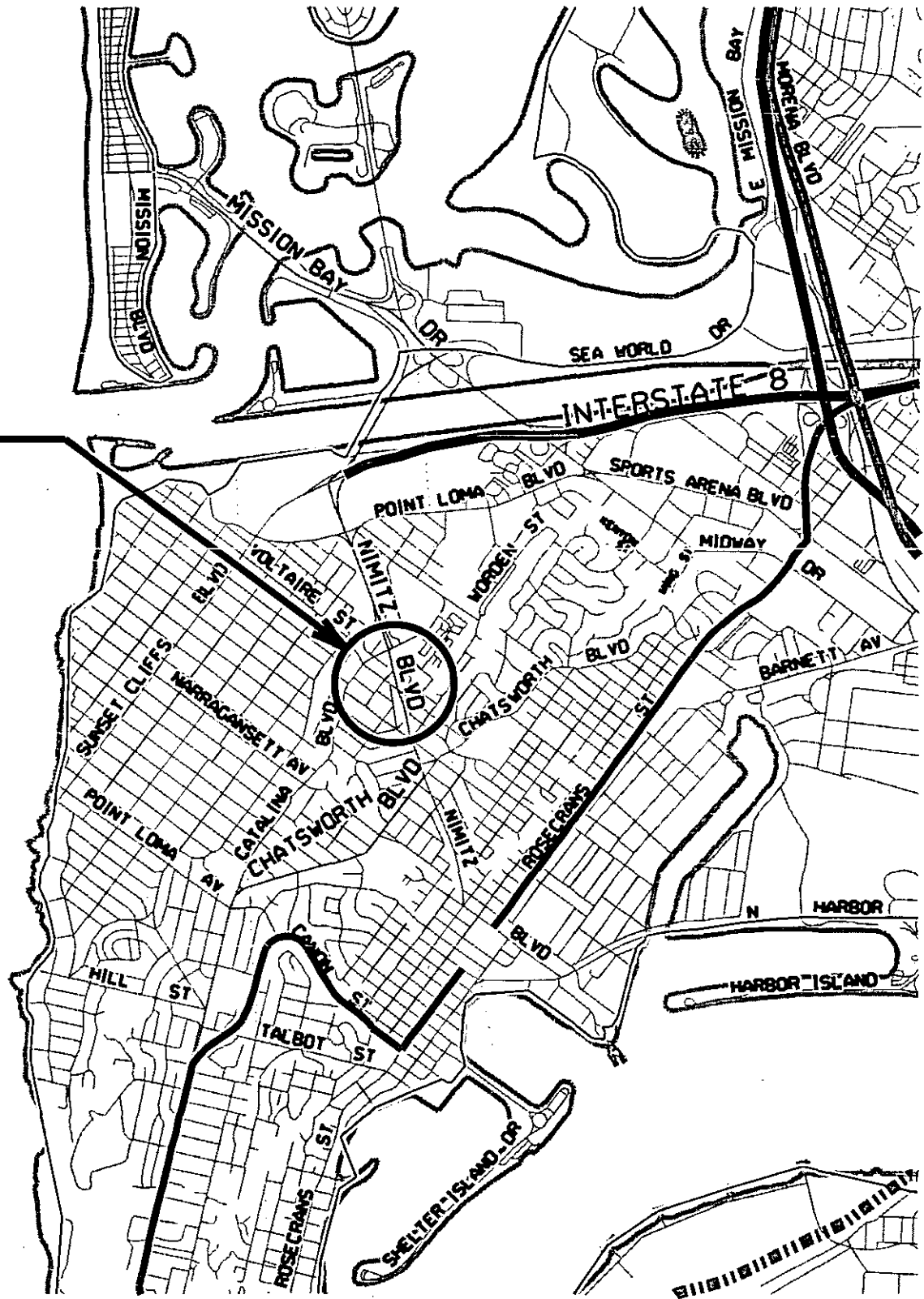
FUND OVERRIDE ☐

AC 2800708

REHABILITATION OF VOLTAIRE ST BRIDGE OVER NIMITZ BLVD (BRIDGE NO. 57C-0285)

000519

PACIFIC
SITE
OCEAN



CIP 52-523.3

LOCATION MAP



000521

CERTIFICATE OF SECRETARY

To Whom It May Concern:

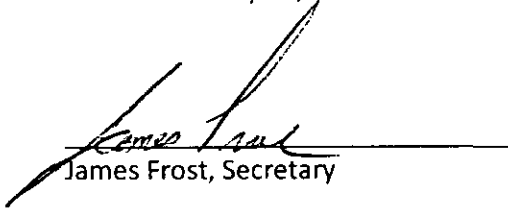
I am the duly qualified and acting Secretary of Simon Wong Engineering.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the annual meetings duly held on January 26, 2001 and January 10, 2003 and entered in the minutes of such meeting in the minute book of the corporation.

"Resolved that all current directors for Simon Wong Engineering, Inc. are authorized to enter into any contract or execute any instrument in the name of and on the behalf of the corporation" (see attachment).

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effected.

Dated: January 11, 2008



James Frost, Secretary

JF:rmc
att.

000522

Attachment

WRITTEN CONSENT ACTION BY THE
SHAREHOLDERS OF
SIMON WONG ENGINEERING, INC.

The undersigned, representing all shareholders of Simon Wong Engineering, Inc., hereby take the following action and adopt the following resolution:

RESOLVED that all current directors of Simon Wong Engineering, Inc. are authorized to enter into any contract or execute any instrument in the name of and on the behalf of the corporation

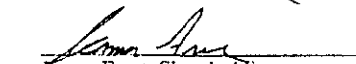
Dated: January 26, 2001


Simon Wong, Shareholder


Mark Creveling, Shareholder


Donald Orie, Shareholder


Eric Ng, Shareholder


James Frost, Shareholder


Hank Gentile, Shareholder



Simon Wong Engineering

000523

Attachment (continued)

WRITTEN CONSENT ACTION BY THE
SHAREHOLDERS OF
SIMON WONG ENGINEERING, INC.

The undersigned, representing all shareholders of Simon Wong Engineering, Inc., hereby take the following actions and adopt the following resolutions:

1. RESOLVED that Marc McIntyre be issued ownership in Simon Wong Engineering, Inc. through the sale of shares of stock from Simon Wong in the following amount:

Marc McIntyre - 7,634

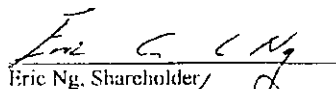
2. RESOLVED that Donald Orie be removed as director of Simon Wong Engineering, Inc..

3. RESOLVED that Marc McIntyre be appointed as director of Simon Wong Engineering, Inc..


4. RESOLVED that James Frost, Eric Ng, and Hank Gentile each purchase 3,817 additional shares of Simon Wong Engineering, Inc. through the sale of shares of stock from Simon Wong.

5. RESOLVED that on January 10, 2003, Simon Wong Engineering, Inc agrees to purchase 7,634 shares of stock from Donald Orie and remove these shares from circulation.

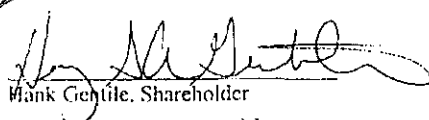
Dated: January 10, 2003


Eric Ng, Shareholder


Simon Wong, Shareholder


James Frost, Shareholder


Mark Crevoing, Shareholder


Hank Gentile, Shareholder

Donald Orie, Shareholder



Simon Wong Engineering

SCOPE OF SERVICES

SIMON WONG ENGINEERING SCOPE OF ENGINEERING SERVICES

PROJECT: VOLTAIRE STREET BRIDGE REHABILITATION PROJECT
CLIENT: CITY OF SAN DIEGO
DATE: August 16, 2007

I. PROJECT DESCRIPTION

The Voltaire Street Bridge has been identified as having substandard barrier rails and width for the number of lanes on the bridge. These substandard details qualify the bridge for Federal funding through the HBRR program. A substantial percentage of the total cost to address the deficiencies is eligible for reimbursement from the Federal government.

In February 2002, Simon Wong Engineering (SWE) prepared a Rehabilitation and Barrier Rail Replacement Study which listed five alternative solutions and associated costs, and SWE subsequently produced a sixth alternative "F" which was selected by the Peninsula Community Group and the City of San Diego to carry forward. This Rehabilitation Plan would replace the barrier rails, add new street lights, re-stripe and reduce the number of through-lanes from four to two, add a two-way left-turn lane by removing the median, modify storm drain inlets, and repair sidewalks, spalls, and deck cracking.

The City of San Diego has tasked the SWE team with verifying that the rehabilitation plan will remove the bridge from the HBRR Eligible Bridge List (EBL), will address Caltrans maintenance issues, and will satisfy Caltrans seismic requirements. Once the above issues have been verified, SWE will prepare a full Plans, Specifications, and Estimate (PS&E) package for the bridge rehabilitation.

II. SCOPE OF WORK – REHABILITATION PLAN VERIFICATION

Simon Wong Engineering, in coordination with our subconsultants, will perform the following tasks to verify that the City's rehabilitation plan will remove the bridge from the EBL, will address Caltrans maintenance issues, and satisfy Caltrans seismic requirements:

1. Perform field review to assess existing site conditions and confirm existing Caltrans maintenance records.
2. Obtain existing bridge as-built plans and past seismic design criteria (new and retrofit).
3. Assess rehabilitation plan conformance with State and Federal requirements per HBRRP 6.2.1, including estimation of future Sufficiency Rating.
4. Assess rehabilitation plan's coverage of Caltrans maintenance work recommendations.
5. Evaluate existing seismic retrofit report, review criteria and coordinate approval with SLA for waiver of additional seismic retrofit analysis. It is assumed that seismic retrofit design will not be required.
6. Verify code conformance of rehabilitated superstructure with current AASHTO LRFD Bridge Design Specifications (as modified by Caltrans).
7. Coordinate with Caltrans District (with the City as the sole point of contact) and Structure Local Assistance to confirm acceptance of plan.
8. Produce final Rehabilitation Report summarizing our assessment of the current rehabilitation plan and discussing any additional measures deemed necessary.

SCOPE OF SERVICES (continued)

*Simon Wong Engineering
Scope of Engineering Services
August 16, 2007
Page 2*

III. SCOPE OF WORK – PS&E PREPARATION

Simon Wong Engineering, in coordination with our subconsultants, will perform the tasks listed below to prepare the PS&E package for the bridge rehabilitation in conformance with Caltrans requirements. Simon Wong Engineering will review work submitted to us by our subconsultants as a supplement to our subconsultants' in-house QA/QC procedures.

1. Prepare attachment calculations and details for "Texas Classic" replacement barrier rail. Calculations will be based on the latest AASHTO and Caltrans LRFD bridge design specifications. Prepare barrier rail design exception forms for agency signature.
2. Prepare demolition plans for the existing center raised median on Voltaire Street.
3. Prepare details for cleaning and repairing the longitudinal bridge joint under the existing median. If determined to be necessary (due to excessive relative deflections, for example), calculations and details for removing (closing) the joint will be furnished.
4. Prepare details for rehabilitating the transverse abutment joint seals.
5. Provide details for traffic control, including provisions for staged construction and detours on both Voltaire Street and Nimitz Boulevard.
6. Provide details to comply with ADA requirements at the triangular island at Voltaire and Wabaska. It is assumed that utility impacts will be negligible, pull boxes can be easily relocated if necessary, and ADA modifications will not be impaired by right-of-way constraints.
7. Prepare inlet drainage calculations and submit drainage improvement plans.
8. Prepare signing and striping improvement plan sheet for re-striping the existing four lanes to allow for only one lane in each direction from Sea Colony Court to just west of Wabaska Drive and submit signing and striping plans.
9. Prepare a draft and final Water Pollution Control Plan (WPCP), typically required for projects impacting less than 1.0 acre, to recommend temporary and permanent Best Management Practices (BMP) to reduce storm water pollutants, following requirements outlined in the Caltrans Storm Water Quality Handbooks, Project Planning and Design Guide.
10. Prepare an erosion control plan to identify the locations of BMPs during construction.
11. Prepare bridge deck drain cleanout details.
12. Perform deck delamination survey (deck sounding) to determine extent of necessary deck spall repairs. Traffic control during deck survey is not included in our scope of work.
13. Provide details for deck repair to address deck spalls, cracking, sidewalk repair and median removal, including temporary bridge drainage modifications for methacrylate flooding. Roadway (approach pavement) improvement plans are not included in our scope of work.
14. Provide details for replacement of decorative street lights. Electrical schematics are not included in our scope of work.
15. Review work submitted to us by our subconsultants for conformance with overall PS&E package.
16. Provide construction specifications based on the latest Caltrans standards.
17. Provide bid quantities and Engineer's Estimate for construction.

IV. SCOPE OF WORK – MEETINGS AND PROJECT MANAGEMENT

Simon Wong Engineering's scope of work includes participation by staff engineers in the following meetings as necessary:

1. Attend five project meetings at City of San Diego or Caltrans office.
2. Attend three field meetings with relevant agencies.
3. Attend one community group meeting, for which display boards will be made available.

SCOPE OF SERVICES (continued)

*Simon Wong Engineering
Scope of Engineering Services
August 16, 2007
Page 3*

4. Prepare project schedule using Microsoft Project and update monthly.
5. Submit monthly project progress reports.
6. Coordinate with City, Caltrans District and Structure Local Assistance, and subconsultants in conjunction with the above tasks.

V. SCOPE OF WORK - CONSTRUCTION SUPPORT

Simon Wong Engineering will provide the engineering support services listed below during the project construction phase on a time-and-materials basis with a not-to-exceed amount of \$11,000, as requested by the City of San Diego Project Manager. This scope does not include inspection or construction management services.

1. Attend pre-construction meeting if requested.
2. Review and respond to construction phase RFIs as required.
3. Review of Contractor's submittals for compliance with contract plans and specifications including concrete mix designs, falsework, and material submittals.
4. Attend up to two job-site meetings as required.
5. Prepare as-built revisions by hand to a mylar set of structure plans at the end of construction.

VI. ITEMS NOT INCLUDED

The following items of work are not included in our current fee proposal for this project, but if authorized in writing, may be furnished as Additional Services:

1. Grading plans
2. Utility location, coordination, and design
3. Land surveying and topographical mapping
4. Seismic retrofit analysis or design
5. Any work involving right-of-way acquisition, construction easements, or maintenance easements
6. Environmental permitting
7. Traffic signal modification
8. Traffic studies, traffic signal timing or signal coordination plans
9. Landscape and irrigation plans
10. Presiding over community meetings
11. Traffic control during field investigations
12. Storm Water Pollution Prevention Plan (required for projects impacting more than 1.0 acre)

VII. ENGINEERING SCHEDULE

We estimate that this project will take approximately nine months to complete the final PS&E, including review time by the City.

VIII. CONSULTANT COMPENSATION

Design period services for this project will be provided on a fixed-fee basis and services for the construction period will be billed on a time-and-materials basis in accordance with the attached rate schedule. Charges for the design period will be billed monthly based on our estimate of percent complete. The fees shown below do

SCOPE OF SERVICES (continued)

Simon Wong Engineering
Scope of Engineering Services
August 16, 2007
Page 4

not include any services not specifically defined by the scope of work shown above or additional services requested by the City.

BASIC SERVICES

Task	Amount
Design Period Services (Fixed-Fee)	\$147,000.00
Construction Period Services (Time-and-Materials)	<u>\$11,000.00</u>
SUBTOTAL BASIC SERVICES	\$158,000.00

ADDITIONAL SERVICES

Task	Amount
City Directed and Approved (Time-and-Materials)	<u>\$16,000.00</u>
TOTAL SERVICES	\$174,000.00

Reimbursable expenses including certificates of insurance, additional insured coverage, reproduction, printing, plotting, delivery services, private vehicle mileage, and overnight shipping will be billed at our cost plus 10 percent and have been included in the total indicated above.

Services required which are a result of unforeseen circumstances or changes in scope of work would be considered as extra work and are not included in the fees shown above.

The fees listed above shall be effective one year from the date of the agreement. The fixed price invoice for the unperformed portion of the work shall be multiplied by a factor of 1.05 (escalation factor of 5%) once for each year from the date of contract signature. Fees for additional services shall also be effective one year from the date of the agreement and have the same escalation factor applied to unperformed work based on when work is authorized.

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EXHIBIT B

COMPENSATION AND FEE SCHEDULE

SIMON WONG ENGINEERING

PROPOSAL FOR
VOLTAIRE STREET BRIDGE REHABILITATION PROJECT

8/16/2007

TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ASSOCIATE ENGINEER	SENIOR TECHNICIAN	PROJECT ADMIN	SUBCONSULT. FEES	TOTAL COST
REHABILITATION PLAN VERIFICATION							
1 Field Review & Mobilization	2	2	2			\$ 446	\$ 1,289
2 Obtain Project Documents			3		1	\$ 484	\$ 826
3 Develop Seismicity Parameters		0				\$ -	\$ -
4 Conformance with HRRRP Requirements	2	4	4				\$ 1,249
5 Coverage of Coffers Maintenance Issues	-	2	4				\$ 591
6 As-Built (Rehabilitated) Seismic Analysis	1	4	8				\$ 1,401
7 LRFD Superstructure Analysis		8	88				\$ 9,022
8 Final Permit Report	2	8	24		6		\$ 4,057
+ 5% SWE Direct Costs							\$ 875
SUBTOTAL	7	28	133	0	9	\$ 930	\$ 19,311
PS&E PREPARATION							
1 Barrier Rail Design & Exception Forms	2	8	16	8	2		\$ 3,967
2 Demolition Plans for Existing Median		3				\$ 10,975	\$ 11,307
3 Longitudinal Joint		2	16	8			\$ 2,737
4 Transverse Alignment Issues		1	4	4			\$ 999
5 Traffic Control		3				\$ 10,603	\$ 10,935
6 ADA Modifications to Triangular Island		3				\$ 2,420	\$ 2,752
7 Inlet Drainage Improvement Plans		3				\$ 10,947	\$ 11,279
8 Signing and Striping Improvement Plan		3				\$ 10,405	\$ 10,737
9 Water Pollution Control Plan		2				\$ 5,775	\$ 5,996
10 Erosion Control Plan		2				\$ 3,465	\$ 3,686
11 Bridge Deck Drain Cleanout		8	2	4			\$ 1,588
12 Deck Delamination Study		8	5	2			\$ 1,607
13 Deck & Sidewalk Repair	2	12	52	24			\$ 9,682
14 Street Light Replacement	1	4		2			\$ 920
15 Submittal Reviews	3	21	6			\$ 4,048	\$ 7,582
16 Construction Specifications	1	16	4			\$ 5,940	\$ 8,299
17 Quantities and Engineer's Estimate	1	12	6			\$ 5,434	\$ 7,535
+ 5% SWE Direct Costs							\$ 1,580
SUBTOTAL	10	111	111	52	2	\$ 70,012	\$ 103,189
MEETINGS & MANAGEMENT							
1 Project Meetings (tot. 5)	12	12				\$ 3,828	\$ 7,777
2 Field Meetings (tot. 3)	8	8					\$ 2,633
3 Community Meetings (tot. 1)	4	4		3			\$ 1,705
4 Project Schedule, updated monthly	1	8					\$ 1,104
5 Monthly Progress Reports	2	8			2		\$ 1,451
6 Project Coordination	16	32			8	\$ 1,188	\$ 8,740
+ 5% SWE Direct Costs							\$ 920
SUBTOTAL	43	72	0	3	10	\$ 5,016	\$ 24,331
CONSTRUCTION SUPPORT - T&M							
1 Preconstruction Meeting	4	4					\$ 1,316
2 Review & Respond to RFIs	2	8	8			\$ 1,100	\$ 3,162
3 Submittal Reviews		8	8				\$ 1,625
4 Construction Meetings		8	8			\$ 1,100	\$ 2,725
5 As-Built Preparation		2	4	8			\$ 1,628
+ 5% SWE Direct Costs							\$ 413
SUBTOTAL	6	30	28	8	0	\$ 2,200	\$ 10,869

TOTAL \$	157,699
PROPOSED FEE \$	158,000

Hourly Rate Schedule

PRINCIPAL ENGINEER	SENIOR ENGINEER	ASSOCIATE ENGINEER	SENIOR TECHNICIAN	PROJECT ADMIN
\$ 218.44	\$ 110.57	\$ 92.46	\$ 129.54	\$ 64.50

Fees shown include direct labor and overhead

1/7/2008

Simon Wong Engineering

Rehabilitation Schedule

Description of Work	Work Week (3 month block)													Work Week (3 month block)													Work Week (3 month block)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39		
Field Review & Geotechnical Investigation	■	■	■	■																																					
Rehabilitation Plan Assessments		■	■	■	■																																				
As-Built Seismic Analysis					■	■	■	■	■																																
Rehab Plan Assessment Letter										■	■																														
85% PS&E										■	■	■	■	■	■	■	■	■	■	■	■																				
First Plan Check																						■	■	■	■	■															
90% PS&E "Checked Details"																						■	■	■	■	■	■		■	■											
Second Plan Check																										■	■	■	■	■	■	■	■	■							
100% PS&E																																				■	■				
Final Plan Check																																					■	■	■	■	
																																						■	■	■	

TIME SCHEDULE

000533

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN
DIEGO AUTHORIZING AN AGREEMENT FOR THE
REHABILITATION OF VOLTAIRE STREET BRIDGE OVER
NIMITZ BOULEVARD PROJECT IN THE PENINSULA
COMMUNITY PLANNING AREA.

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with Simon Wong Engineering to provide design services for CIP 52-519.0, Rehabilitation of Voltaire Street Bridge over Nimitz Boulevard Project [Project], under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR _____, together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the City Manager shall deem necessary from time to time in order to carry out the purposes and intent of this project and agreement.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$174,000 from CIP 52-519.0, Rehabilitation of Voltaire Street Bridge over Nimitz Boulevard Project (Job Order 525233), is authorized for the purpose of executing the Agreement with Simon Wong Engineering, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasurer.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

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BE IT FURTHER RESOLVED, that this activity is statutorily exempt from CEQA

pursuant to State CEQA Guidelines Section 15262.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Ryan Kohut
Deputy City Attorney

RK:cfq

04/16/08

Aud.Cert.:2800708

Or.Dept:E&CP

R-2008-920

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

000535

CAPITAL IMPROVEMENTS
FOR
THE CITY OF SAN DIEGO
ENGINEERING & CAPITAL PROJECTS DEPARTMENT

AGREEMENT
FOR
REHABILITATION OF VOLTAIRE STREET BRIDGE OVER NIMITZ
BOULEVARD
(FEDERAL VERSION)

THE CITY OF SAN DIEGO
AND
SIMON WONG ENGINEERING
CONTRACT NUMBER: H073241

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EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Contract Activity Report
 - (CC) Subconsultants List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - ADA/Title 24 Consultant Certification
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - California Labor Code section 1720
- Exhibit I - Consultant Evaluation Form

ATTACHMENTS

- 1 Certification of Local Agency
- 2 Certification of Consultant

**AGREEMENT BETWEEN THE CITY
OF SAN DIEGO AND SIMON WONG ENGINEERING
FOR CONSULTING SERVICES
(FEDERAL VERSION)**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Simon Wong Engineering [Consultant] for the Consultant to provide Professional Services to the City on Rehabilitation of Voltaire Street Bridge over Nimitz Boulevard [Project].

RECITALS

The City wants to retain the services of a professional structural engineering firm to provide structural consulting services [Professional Services].

The Consultant has the expertise, experience and personnel necessary to provide the Professional Services for the Project.

The City and the Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Professional Services for the Project [Agreement].

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

ARTICLE I

PROFESSIONAL SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services. The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A] at the direction of the City.

1.2 Contract Administrator. The Engineering & Capital Projects Department is the contract administrator for this Agreement. The Consultant shall provide Professional Services under the direction of a designated representative of the Engineering & Capital Projects Department. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. Further, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor, Engineering & Capital Projects Department Director, or designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City, and any such increase or decrease must be approved in writing by the City. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation may be made, provided that any adjustment must be approved by both Parties in writing.

1.4 Written Authorization. Prior to performing any Professional Services in connection with the Project, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall advise the City in writing immediately of any anticipated change in the Scope of Services, Compensation and Fee Schedule [Exhibit B], or Time Schedule [Exhibit C], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All Professional Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City except for Subconsultants, covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

1.6 Competitive Bidding. The Consultant shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Consultant shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or July 2013 whichever is the earliest but not to exceed five years unless approved by City ordinance.

2.2 Time of Essence. Time is of the essence for this Agreement. The time for performance of the Scope of Services is set forth in the Time Schedule.

2.3 Notification of Delay. The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.8 of this Agreement.

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof satisfactory to City of the Consultant's inability to obtain materials, equipment, or labor.

2.5 City's Right to Suspend for Convenience. The City may, at its sole option and for its convenience, suspend all or any portion of the Consultant's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Consultant of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Consultant a sum equivalent to the reasonable value of the Professional Services the Consultant has performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the

Professional Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Professional Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to reasonable compensation for the Professional Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Consultant's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 City's Right to Terminate for Default. If the Consultant fails to perform or adequately perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to adhere to the Time Schedule. If the Consultant fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

2.8 City's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors. RESERVED

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed \$174,000.00. The compensation for the Scope of Services shall not exceed \$158,000.00, and the compensation for Additional Services (described in Section 3.3), if any, shall not exceed \$16,000.00.

3.2 Manner of Payment. The City shall pay the Consultant in accordance with the Compensation and Fee Schedule. For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Consultant shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

3.3 Additional Services. The City may require that the Consultant perform additional Professional Services beyond those described in the Scope of Services [Additional Services]. Prior to the Consultant's performance of Additional Services, the City and the Consultant must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule. The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.2.

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Subconsultant overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for Professional Services required due to the Consultant's errors or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Consultant. Whether or not there are any monies due, or becoming due, Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

3.5 Eighty Percent Notification. The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed eighty percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement.

ARTICLE IV

CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional structural engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subconsultant's premises to review and audit Consultant's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of Consultant's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines

is necessary to discover and verify that the Consultant is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 Accounting Records. The Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant shall make available to the City for review and audit, all project related accounting records and documents, and any other financial data. Upon the City's request, the Consultant shall submit exact duplicates of originals of all requested records to the City.

4.2.3 City's Right Binding on Subconsultants. The Consultant shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subconsultants.

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation provided for in Article VII is the Consultant's full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.2; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Design Professional shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.3.1 Types of Insurance. At all times during the term of this Agreement, the Design Professional shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal

injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$1 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

4.3.1.3 Workers' Compensation. For all of the Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Design Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$1 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

4.3.2 Deductibles. All deductibles on any policy shall be the responsibility of the Design Professional and shall be disclosed to the City at the time the evidence of insurance is provided.

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

4.3.3.2 The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted

carriers described herein.

4.3.4 Required Endorsements.

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

4.3.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

CANCELLATION. Except as provided for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Design Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Design Professional.

CANCELLATION. Except as provided for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payments of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Design Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements.

CANCELLATION. Except as provided for under California law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

4.3.4.4 Architects & Engineers Professional Liability Insurance.

CANCELLATION. Except as provide for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

4.3.6 Additional Insurance. The Design Professional may obtain additional insurance not required by this Agreement.

4.3.7 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

4.4 Subconsultants. The Consultant's hiring or retaining of any third parties [Subconsultants] to perform services related to the Project [Subconsultant Services] is subject to prior approval by the City. The Consultant shall list on the Subconsultants List [Exhibit D Attachment BB] all Subconsultants known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subconsultant Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subconsultant Services. The Consultant's notice shall include a justification, a description of the scope of work, and an

estimate of all costs for the Subconsultant Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

4.4.1 Subconsultant Contract. All contracts entered into between the Consultant and any Subconsultant shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

4.4.1.1 Each Subconsultant shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subconsultant shall obtain, and the Consultant shall require the Subconsultant to obtain, all policies described in Section 4.3.1 in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.

4.4.1.2 The Consultant is obligated to pay the Subconsultant, for Consultant- and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than ten (10) calendar days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 No retainage (i.e. withheld funds) will be held by the City from progress payments due to the Consultant except as allowed by law. Any retainage held by Consultant from progress payments due the Subconsultant shall be promptly paid in full within thirty days after the Subconsultant's work is satisfactorily completed. Consistent with 49 CFR § 26.29, any delay or postponement of payment over 30 days may occur only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Consultant to all applicable penalties, sanctions, and remedies, including without limitation those provided in Cal. Bus. & Prof. Code §7108.5.

4.4.1.4 In the case of a deficiency in the performance of Subconsultant Services, the Consultant shall notify the City in writing of any withholding of payment to the Subconsultant, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subconsultant must take in order to receive the amount withheld. Once the Subconsultant corrects the deficiency, the Consultant shall pay the Subconsultant the amount withheld within ten (10) calendar days of the Consultant's receipt of the City's next payment.

4.4.1.5 In any dispute between the Consultant and Subconsultant, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant and Subconsultant should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.6 The Subconsultant is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and Exhibit D of this Agreement.

4.5 Contract Activity Report. The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report [Exhibit D Attachment CC]. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Consultant shall provide an invoice from each Subconsultant listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subconsultant Services as described in Section 4.4.1.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements [Exhibit D]. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subconsultants comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subconsultants.

4.6.2 Non-Discrimination Ordinance. The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subconsultants, vendors or suppliers. The Consultant shall provide equal opportunity for Subconsultants to participate in subconsulting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subconsultants, vendors and suppliers.

4.6.3 Federal Non-Discrimination Requirements. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. For the purpose of this paragraph, "contractor" shall mean "consultant," and "subcontractor" shall mean "subconsultant."

4.6.4 Compliance Investigations. Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance][San Diego Municipal Code sections 22.3501-22.3517]. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further

understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

4.7 Drug-Free Workplace. The Consultant agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form [Exhibit E].

4.7.1 Consultant's Notice to Employees. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

4.7.2.1 The dangers of drug abuse in the work place.

4.7.2.2 The policy of maintaining a drug-free work place.

4.7.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

4.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.

4.7.3 Posting the Statement. In addition to Section 4.7.1 above, the Consultant shall post the drug-free policy in a prominent place.

4.7.4 Subconsultant's Agreements. The Consultant further certifies that each contract for Subconsultant Services for this Project shall contain language that binds the Subconsultant to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Consultants and Subconsultants shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. The Consultant shall warrant and certify that any Project plans and specifications prepared in accordance with this Agreement meet all current California Building Standards Code, California Code of Regulations, Title 24 [Title 24] and Americans with Disabilities Act Accessibility Guidelines [ADAAG] requirements, and are in compliance with The Americans with Disabilities Act of 1990. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed. Prior to execution of this Agreement, the Consultant shall complete and submit to the City the Consultant Certification for Title 24/ADA Compliance [Exhibit F].

4.8.1 Consultant has sole responsibility and obligation for designing the project to comply with the ADA and Title 24 as described in this Section; however, as owner of the facility, the City is exposed to liability for projects on which designers fail to meet this obligation. Consequently, the City is implementing an evaluation of certain design aspects to ensure a compliant facility. The Consultant shall complete and submit an ADA Compliance Review Checklist. This Checklist is designed to assist consultants in meeting their ADA obligations under the contract (Consultant also must meet Title 24 which these checklists do not

cover). These checklists are not comprehensive. The checklists merely reflect the specific problematic areas of compliance with ADA commonly seen by the City. As a result, the City will be checking only these areas of ADA prior to acceptance of a Consultant's design. The Consultant is obligated to meet all additional laws which are not included on the City's ADA Design Review Checklist, and/or to advise the City at any time if they feel components on the checklist misrepresent the current state of the law. These ADA checklists and the City's access review process in no way limits the Consultant's obligation under the agreement.

4.9 Product Endorsement. The Consultant acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95-65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.10 Conflict of Interest. The Consultant is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

4.10.1 If, in performing the Professional Services set forth in this Agreement, the Consultant makes, or participates in, a governmental decision as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

4.10.1.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

4.10.1.2 If the City requires the Consultant to file a statement of economic interests as a result of the Professional Services performed, the Consultant shall be considered a City Official subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

4.10.2 The Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

4.10.3 The Consultant and its Subconsultants having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

4.10.4 The Consultant's personnel employed on the Project shall not accept gratuities or any other favors from any Subconsultants or potential Subconsultants. The Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.10.5 If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys fees and all damages sustained as a result of the violation.

4.11 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.12 Compensation for Mandatory Assistance. The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

4.13 Attorney's Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning [HVAC] enable additional energy savings over that required by the State of California Title 24 Energy Standards. The Consultant shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100% design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Consultant shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

The Consultant shall contact the SDG&E New Construction Program at (858) 636-5725 or the San Diego Regional Energy Office at (619) 595-5634 to integrate them into the design process to ensure maximum energy performance and access to technical resources. (Consultant shall endeavor to obtain from SDG&E a UTIL-1 (Utility Incentive Worksheet) to estimate energy savings and incentives available based on the design team energy modeling.)

4.15 Year 2000 Compliance. RESERVED

4.16 Notification of Increased Construction Cost. If, at any time prior to the City's approval of the final plans and specifications, the Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

4.17 Green Building. The project design and construction shall comply with City Council Green Building Policy 900-14 [Exhibit G]. All new or significantly remodeled City facilities shall be designed and constructed to achieve energy consumption levels at least 25 percent below the then current Title 24 standards. An Average pay-back period of five years shall be used as a guide for the aggregate of all energy efficiency measures included in the project.

4.18 Design-Build Competition Eligibility. Any architectural firms, engineering firms, consultants, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a subconsultant hired to assist with a Design-Build competition, regardless of whether the subconsultant was hired by the City or hired by an architectural firm, engineering firm, consultant, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

4.19 Storm Water Management Discharge Control. The Consultant shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Consultant shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan [SWPPP] to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

ARTICLE V

CITY'S OBLIGATIONS

5.1 Ownership of Documents. Once the Consultant has received any compensation for the Professional Services performed, all documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City. The City's ownership of these documents includes use of, reproduction or

reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. The City's ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed. This Section shall apply whether the Consultant's Professional Services are terminated: (a) by the completion of the Project, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Consultant shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.

The Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Consultant, provided that the service rendered by the Consultant was not a proximate cause of the damage.

5.2 Additional Consultants or Contractors. The City reserves the right to employ, at its own expense, such additional consultants or contractors as the City deems necessary to perform work or to provide Professional Services on the Project.

5.3 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Consultant.

5.4 Project Site Safety. Unless otherwise provided by the Scope of Services in this Agreement, Consultant, Subconsultant and their employees are not responsible for general Project site conditions during the course of construction of the Project. The City acknowledges that the construction contractor has primary responsibility for Project site conditions, including safety of all persons and property. This provision shall not be interpreted to in any way relieve the Consultant, Subconsultants or their employees of their obligation under Section 4.1 of this Agreement to comply with all applicable laws, codes and good consulting practices with regard to the maintenance of a safe Project site.

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design

Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

6.2.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.2.2 Design Professional Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.3 Insurance. The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

6.4 Enforcement Costs. The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

ARTICLE VII

FEDERAL REQUIREMENTS

7.1 This Project is funded by Highway Bridge Program (HBP). All Project work and Agreements will be subject to the review and approval of the State of California Department of Transportation [CALTRANS] and the Federal Highway Administration [FHWA].

7.2 The Consultant and its Subcontractors shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the City, CALTRANS, and the FHWA, the Comptroller General of the United States, or their duly authorized representatives.

7.3 The cost principles and procedures for use in the determination of allowable elements of cost will be governed by the Federal Acquisition Regulations in 48 CFR, Chapter 1, Part 31.

7.4 The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without

liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

7.5 The Consultant shall comply with all Federal, State, and Local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, including but not limited to Sections 1720 and 1771 [see Exhibit H].

7.6 Neither this Agreement or any part thereof shall be subcontracted, assigned, or transferred by the Consultant except as otherwise provided for in the Agreement.

7.7 The Consultant shall comply with California Government Code section 7550 as follows:

Any document or written report prepared for or under the direction of a State or Local Agency, which is prepared in whole or in part by non-employees of such Agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds FIVE THOUSAND DOLLARS (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

7.8 All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 49 CFR Part 18. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

7.9 The City will perform a cost analysis of its Agreement with the Consultant when

adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

7.10 The City and the Consultant must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, or other pertinent documents when:

- (i) The City's or the Consultant's procurement procedures or operation fails to comply with the procurement standards in 49 CFR Section 18.36; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold [currently fixed at \$100,000 by 41 U.S.C. 403(11)] and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
- (iv) The proposed award is more than the simplified acquisition threshold and *is to be awarded to other than the apparent low bidder under a sealed bid procurement*; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

7.11 The City will use procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and standards identified in 49 CFR Section 18.36.

7.12 Contract modifications are required for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed. A contract modification shall clearly outline the changes made and determine a method of compensation. FHWA approval of contract modifications shall be obtained prior to beginning the work, except that in unusual circumstances the Consultant may be authorized to proceed with work prior to agreement on the amount of compensation and execution of the contract modification, provided the FHWA has previously approved the work and has concurred that additional compensation is warranted.

7.13 The Consultant agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

ARTICLE VIII

MEDIATION

8.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.8 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the Parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

8.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

8.3 Selection of Mediator. A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a Request for Mediation along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

8.3.1 If AAA is selected to coordinate the mediation [Administrator], within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

8.3.2 The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frames.

8.3.3 If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be agreed upon.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

8.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

8.4.2 Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be Anon-binding@ and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ARTICLE IX

MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: 600 B Street, Suite 800, San Diego, CA 92101 and notice to the Consultant shall be addressed to: 9968 Hibert Street, Suite 202, San Diego, CA 92131.

9.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

9.3 Non-Assignment. The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

9.4 Independent Contractors. The Consultant and any Subconsultant employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

9.5 Consultant and Subconsultant Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: Mark Creveling, Keith Gazaway [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Consultant's organization or to Subconsultants without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from the Project.

9.6 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Consultant, shall be deemed to be both covenants and conditions.

9.7 Compliance with Controlling Law. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 as amended in 2000 relating to the payment of prevailing wages during the design and pre-construction phases of a project, including inspection and land surveying work [Exhibit H]. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9.8 Jurisdiction, Venue, and Attorney's Fees. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

9.9 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

9.10 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

9.11 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

9.12 No Waiver. No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

9.13 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

9.14 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

9.15 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

9.16 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

9.17 Consultant Evaluation. City will evaluate Consultant's performance of Professional Services on the Project using the Consultant Evaluation Form [Exhibit I].

9.18 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

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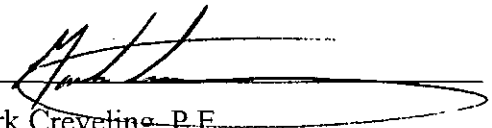
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. R-_____, authorizing such execution, and by the Design Professional pursuant to Certificate of Secretary – Signature Authority.

Dated this _____ day of _____, 2008.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

I HEREBY CERTIFY I can legally bind Simon Wong Engineering and that I have read all of this Agreement, this 29th day of April, 2008.

By 
Mark Creveling, P.E.
Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____, 2008.

MICHAEL J. AGUIRRE, City Attorney

By _____
Deputy City Attorney

EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Contract Activity Report
 - (CC) Subconsultants List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - ADA/Title 24 Consultant Certification
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - California Labor Code section 1720
- Exhibit I - Consultant Evaluation Form

ATTACHMENTS

- 1 Certification of Local Agency
- 2 Certification of Consultant

SCOPE OF SERVICES

SIMON WONG ENGINEERING SCOPE OF ENGINEERING SERVICES

PROJECT: VOLTAIRE STREET BRIDGE REHABILITATION PROJECT
CLIENT: CITY OF SAN DIEGO
DATE: August 16, 2007

I. PROJECT DESCRIPTION

The Voltaire Street Bridge has been identified as having substandard barrier rails and width for the number of lanes on the bridge. These substandard details qualify the bridge for Federal funding through the HBRR program. A substantial percentage of the total cost to address the deficiencies is eligible for reimbursement from the Federal government.

In February 2002, Simon Wong Engineering (SWE) prepared a Rehabilitation and Barrier Rail Replacement Study which listed five alternative solutions and associated costs, and SWE subsequently produced a sixth alternative "F" which was selected by the Peninsula Community Group and the City of San Diego to carry forward. This Rehabilitation Plan would replace the barrier rails, add new street lights, re-stripe and reduce the number of through-lanes from four to two, add a two-way left-turn lane by removing the median, modify storm drain inlets, and repair sidewalks, spalls, and deck cracking.

The City of San Diego has tasked the SWE team with verifying that the rehabilitation plan will remove the bridge from the HBRR Eligible Bridge List (EBL), will address Caltrans maintenance issues, and will satisfy Caltrans seismic requirements. Once the above issues have been verified, SWE will prepare a full Plans, Specifications, and Estimate (PS&E) package for the bridge rehabilitation.

II. SCOPE OF WORK – REHABILITATION PLAN VERIFICATION

Simon Wong Engineering, in coordination with our subconsultants, will perform the following tasks to verify that the City's rehabilitation plan will remove the bridge from the EBL, will address Caltrans maintenance issues, and satisfy Caltrans seismic requirements:

1. Perform field review to assess existing site conditions and confirm existing Caltrans maintenance records.
2. Obtain existing bridge as-built plans and past seismic design criteria (new and retrofit).
3. Assess rehabilitation plan conformance with State and Federal requirements per HBRRP 6.2.1, including estimation of future Sufficiency Rating.
4. Assess rehabilitation plan's coverage of Caltrans maintenance work recommendations.
5. Evaluate existing seismic retrofit report, review criteria and coordinate approval with SLA for waiver of additional seismic retrofit analysis. It is assumed that seismic retrofit design will not be required.
6. Verify code conformance of rehabilitated superstructure with current AASHTO LRFD Bridge Design Specifications (as modified by Caltrans).
7. Coordinate with Caltrans District (with the City as the sole point of contact) and Structure Local Assistance to confirm acceptance of plan.
8. Produce final Rehabilitation Report summarizing our assessment of the current rehabilitation plan and discussing any additional measures deemed necessary.

SCOPE OF SERVICES (continued)

*Simon Wong Engineering
Scope of Engineering Services
August 16, 2007
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III. SCOPE OF WORK – PS&E PREPARATION

Simon Wong Engineering, in coordination with our subconsultants, will perform the tasks listed below to prepare the PS&E package for the bridge rehabilitation in conformance with Caltrans requirements. Simon Wong Engineering will review work submitted to us by our subconsultants as a supplement to our subconsultants' in-house QA/QC procedures.

1. Prepare attachment calculations and details for "Texas Classic" replacement barrier rail. Calculations will be based on the latest AASHTO and Caltrans LRFD bridge design specifications. Prepare barrier rail design exception forms for agency signature.
2. Prepare demolition plans for the existing center raised median on Voltaire Street.
3. Prepare details for cleaning and repairing the longitudinal bridge joint under the existing median. If determined to be necessary (due to excessive relative deflections, for example), calculations and details for removing (closing) the joint will be furnished.
4. Prepare details for rehabilitating the transverse abutment joint seals.
5. Provide details for traffic control, including provisions for staged construction and detours on both Voltaire Street and Nimitz Boulevard.
6. Provide details to comply with ADA requirements at the triangular island at Voltaire and Wabaska. It is assumed that utility impacts will be negligible, pull boxes can be easily relocated if necessary, and ADA modifications will not be impaired by right-of-way constraints.
7. Prepare inlet drainage calculations and submit drainage improvement plans.
8. Prepare signing and striping improvement plan sheet for re-striping the existing four lanes to allow for only one lane in each direction from Sea Colony Court to just west of Wabaska Drive and submit signing and striping plans.
9. Prepare a draft and final Water Pollution Control Plan (WPCP), typically required for projects impacting less than 1.0 acre, to recommend temporary and permanent Best Management Practices (BMP) to reduce storm water pollutants, following requirements outlined in the Caltrans Storm Water Quality Handbooks, Project Planning and Design Guide.
10. Prepare an erosion control plan to identify the locations of BMPs during construction.
11. Prepare bridge deck drain cleanout details.
12. Perform deck delamination survey (deck sounding) to determine extent of necessary deck spall repairs. Traffic control during deck survey is not included in our scope of work.
13. Provide details for deck repair to address deck spalls, cracking, sidewalk repair and median removal, including temporary bridge drainage modifications for methacrylate flooding. Roadway (approach pavement) improvement plans are not included in our scope of work.
14. Provide details for replacement of decorative street lights. Electrical schematics are not included in our scope of work.
15. Review work submitted to us by our subconsultants for conformance with overall PS&E package.
16. Provide construction specifications based on the latest Caltrans standards.
17. Provide bid quantities and Engineer's Estimate for construction.

IV. SCOPE OF WORK – MEETINGS AND PROJECT MANAGEMENT

Simon Wong Engineering's scope of work includes participation by staff engineers in the following meetings as necessary:

1. Attend five project meetings at City of San Diego or Caltrans office.
2. Attend three field meetings with relevant agencies.
3. Attend one community group meeting, for which display boards will be made available.

SCOPE OF SERVICES (continued)

*Simon Wong Engineering
Scope of Engineering Services
August 16, 2007
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4. Prepare project schedule using Microsoft Project and update monthly.
5. Submit monthly project progress reports.
6. Coordinate with City, Caltrans District and Structure Local Assistance, and subconsultants in conjunction with the above tasks.

V. SCOPE OF WORK – CONSTRUCTION SUPPORT

Simon Wong Engineering will provide the engineering support services listed below during the project construction phase on a time-and-materials basis with a not-to-exceed amount of \$11,000, as requested by the City of San Diego Project Manager. This scope does not include inspection or construction management services.

1. Attend pre-construction meeting if requested.
2. Review and respond to construction phase RFIs as required.
3. Review of Contractor's submittals for compliance with contract plans and specifications including concrete mix designs, falsework, and material submittals.
4. Attend up to two job-site meetings as required.
5. Prepare as-built revisions by hand to a mylar set of structure plans at the end of construction.

VI. ITEMS NOT INCLUDED

The following items of work are not included in our current fee proposal for this project, but if authorized in writing, may be furnished as Additional Services:

1. Grading plans
2. Utility location, coordination, and design
3. Land surveying and topographical mapping
4. Seismic retrofit analysis or design
5. Any work involving right-of-way acquisition, construction easements, or maintenance easements
6. Environmental permitting
7. Traffic signal modification
8. Traffic studies, traffic signal timing or signal coordination plans
9. Landscape and irrigation plans
10. Presiding over community meetings
11. Traffic control during field investigations
12. Storm Water Pollution Prevention Plan (required for projects impacting more than 1.0 acre)

VII. ENGINEERING SCHEDULE

We estimate that this project will take approximately nine months to complete the final PS&E, including review time by the City.

VIII. CONSULTANT COMPENSATION

Design period services for this project will be provided on a fixed-fee basis and services for the construction period will be billed on a time-and-materials basis in accordance with the attached rate schedule. Charges for the design period will be billed monthly based on our estimate of percent complete. The fees shown below do

SCOPE OF SERVICES (continued)

Simon Wong Engineering
Scope of Engineering Services
August 16, 2007
Page 4

not include any services not specifically defined by the scope of work shown above or additional services requested by the City.

BASIC SERVICES

Task	Amount
Design Period Services (Fixed-Fee)	\$147,000.00
Construction Period Services (Time-and-Materials)	<u>\$11,000.00</u>
SUBTOTAL BASIC SERVICES	\$158,000.00

ADDITIONAL SERVICES

Task	Amount
City Directed and Approved (Time-and-Materials)	<u>\$16,000.00</u>

TOTAL SERVICES	\$174,000.00
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Reimbursable expenses including certificates of insurance, additional insured coverage, reproduction, printing, plotting, delivery services, private vehicle mileage, and overnight shipping will be billed at our cost plus 10 percent and have been included in the total indicated above.

Services required which are a result of unforeseen circumstances or changes in scope of work, would be considered as extra work and are not included in the fees shown above.

The fees listed above shall be effective one year from the date of the agreement. The fixed price invoice for the unperformed portion of the work shall be multiplied by a factor of 1.05 (escalation factor of 5%) once for each year from the date of contract signature. Fees for additional services shall also be effective one year from the date of the agreement and have the same escalation factor applied to unperformed work based on when work is authorized.

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EXHIBIT B

COMPENSATION AND FEE SCHEDULE

SIMON WONG ENGINEERING

PROPOSAL FOR
VOLTAIRE STREET BRIDGE REHABILITATION PROJECT

8/16/2007

TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ASSOCIATE ENGINEER	SENIOR TECHNICIAN	PROJECT ADMIN	SUBCONSULT. FEES	TOTAL COST
REHABILITATION PLAN VERIFICATION							
1 Field Review & Mobilization	2	2	2			\$ 446	\$ 1,289
2 Obtain Project Documents			3		1	\$ 484	\$ 826
3 Develop Seismicity Parameters		0				\$ -	\$ -
4 Conformance with HBHRP Requirements	2	4	4				\$ 1,249
5 Coverage of Caltrans Maintenance Issues		2	4				\$ 591
6 As-Built (Rehabilitated) Seismic Analysis	1	4	8				\$ 1,401
7 LRFD Superstructure Analysis		8	88				\$ 9,022
8 Final Rehab Report	2	8	24		6		\$ 4,057
+ 5% SWE Direct Costs							\$ 875
SUBTOTAL	7	28	133	0	9	\$ 930	\$ 19,311
PS&E PREPARATION							
1 Barrier Rail Design & Exception Forms	2	8	16	8	2		\$ 3,967
2 Demolition Plans for Existing Median		3				\$ 10,975	\$ 11,307
3 Longitudinal Joint		2	16	8			\$ 2,737
4 Transverse Alignment Joints		1	4	4			\$ 999
5 Traffic Control		3				\$ 10,803	\$ 10,935
6 ADA Modifications to Triangular Island		3				\$ 2,420	\$ 2,752
7 Inlet Drainage Improvement Plans		3				\$ 10,947	\$ 11,279
8 Signing and Striping Improvement Plan		3				\$ 10,405	\$ 10,737
9 Water Pollution Control Plan		2				\$ 5,775	\$ 5,996
10 Erosion Control Plan		2				\$ 3,455	\$ 3,686
11 Bridge Deck Drain Cleanout		8	2	4			\$ 1,588
12 Deck Delamination Study		8	5	2			\$ 1,607
13 Deck & Sidewalk Repair	2	12	52	24			\$ 9,682
14 Street Light Replacement	1	4		2			\$ 920
15 Submittal Reviews	3	21	6			\$ 4,048	\$ 7,562
16 Construction Specifications	1	16	4			\$ 5,940	\$ 8,299
17 Quantities and Engineer's Estimate	1	12	6			\$ 5,434	\$ 7,535
+ 5% SWE Direct Costs							\$ 1,580
SUBTOTAL	10	111	111	52	2	\$ 70,012	\$ 103,189
MEETINGS & MANAGEMENT							
1 Project Meetings (tot. 5)	12	12				\$ 3,828	\$ 7,777
2 Field Meetings (tot. 3)	8	8					\$ 2,533
3 Community Meetings (tot. 1)	4	4		3			\$ 1,705
4 Project Schedule, updated monthly	1	8					\$ 1,104
5 Monthly Progress Reports	2	6			2		\$ 1,451
6 Project Coordination	16	32			6	\$ 1,188	\$ 8,740
+ 5% SWE Direct Costs							\$ 920
SUBTOTAL	43	72	0	3	10	\$ 5,016	\$ 24,331
CONSTRUCTION SUPPORT - T&M							
1 Preconstruction Meeting	4	4					\$ 1,316
2 Review & Respond to RFIs	2	8	8			\$ 1,100	\$ 3,162
3 Submittal Reviews		8	8				\$ 1,625
4 Construction Meetings		6	8			\$ 1,100	\$ 2,725
5 As-Built Preparation		2	4	8			\$ 1,628
+ 5% SWE Direct Costs							\$ 413
SUBTOTAL	6	30	28	8	0	\$ 2,200	\$ 10,869

TOTAL \$	157,699
PROPOSED FEE \$	158,000

Hourly Rate Schedule

PRINCIPAL ENGINEER	SENIOR ENGINEER	ASSOCIATE ENGINEER	SENIOR TECHNICIAN	PROJECT ADMIN
\$ 218.44	\$ 110.57	\$ 92.46	\$ 129.54	\$ 64.50

Fees shown include direct labor and overhead

1/7/2008

Simon Wong Engineering

Rehabilitation Schedule

Description of Work	Work Week (3 month block)													Work Week (3 month block)													Work Week (3 month block)													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	
Field Review & Geotechnical Investigation																																								
Rehabilitation Plan Assessments																																								
As-Built Seismic Analysis																																								
Rehab Plan Assessment Letter																																								
65% PS&E																																								
First Plan Check																																								
90% PS&E "Checked Details"																																								
Second Plan Check																																								
100% PS&E																																								
Final Plan Check																																								

TIME SCHEDULE

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) CONTRACTOR REQUIREMENTS

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I. City's Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.

II. Nondiscrimination in Contracting Ordinance. All consultants and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. Contract Language. The following language shall be included in contracts for City projects between the consultant and any Subcontractors, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

C. Compliance Investigations. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors,

vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

III. Equal Employment Opportunity. Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
 - 1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
 - 2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;
 - 3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
 - 4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
 - 5. The Consultant discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
 - 6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, consultant associations and other business associations;
 - 7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit,

maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;

8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

IV. Equal Opportunity Contracting. Prime consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer contracting opportunities to all eligible

Subcontractor. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *Subcontractor participation level*.

A. Subcontractor Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subcontractor Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subcontractor Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

- B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors shall be submitted quarterly for any work covered under an executed contract.

V. **Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Proposers are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
2. Past Participation Levels. Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

- B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:

1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.

2. Past Participation Levels. Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. Community Activities. Proposer's current community activities.

VI. List of Subcontractors. Consultants are required to submit a *Subcontractor List* with their proposal.

- A. Subcontractors List. The *Subcontractor List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor.
 1. Subcontractors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.
- B. Commitment Letters. Proposer shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

VII. Definitions. Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).

"**Other Business Enterprise**" (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

VIII. Certification.

- A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy

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regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
 2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
 3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.
- B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

IX. List of Attachments.

- AA - *Work Force Report*
BB - *Subcontractors List*
CC - *Contract Activity Report*

ATTACHMENT CC

Consultants are required by contract to report subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program* (EOCP) no later than thirty (30) days after the close of each quarter.

[illegible]

Completed by _____

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EXHIBIT E

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

CONTRACT NUMBER & PROJECT TITLE: H073241, Rehabilitation of Voltaire Street Bridge over Nimitz Boulevard

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

Name under which business is conducted: Simon Wong Engineering

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed: _____

Printed Name: Mark Creveling

Title: Vice President

Date: January 8, 2008

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EXHIBIT F

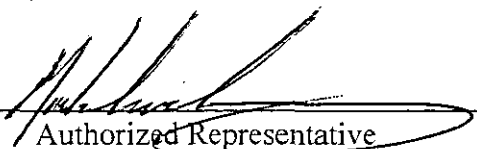
**CONSULTANT CERTIFICATION FOR
TITLE 24/ADA COMPLIANCE**

H073241, REHABILITATION OF VOLTAIRE STREET BRIDGE OVER NIMITZ
BOULEVARD

I HEREBY WARRANT AND CERTIFY that any and all plans and specifications prepared for Rehabilitation of Voltaire Street Bridge over Nimitz Boulevard by Simon Wong Engineering shall meet all current California Building Standards Code, California Code of Regulations, Title 24 and Americans with Disabilities Act Accessibility Guidelines requirements, and shall be in compliance with The Americans with Disabilities Act of 1990.

Dated: January 8, 2008

By: _____


Authorized Representative

Mark Creveling, Vice President
Print Name and Title

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

SUBJECT: SUSTAINABLE BUILDING PRACTICES ("GREEN BUILDING") FOR PUBLIC AND PRIVATE BUILDING PROJECTS

POLICY NO.: 900-14

EFFECTIVE DATE: June 19, 2001

BACKGROUND:

Buildings consume approximately 36% to 40% of total energy produced in this country. As energy reliability and costs continue to challenge California, the City of San Diego is committed to reducing the energy and environmental impacts of building design, construction and maintenance both within the public and private sectors.

The City Council previously adopted two policies that address sustainable building practices, otherwise known as "Green Building" practices. City Policy 900-14 "Green Building Policy" was adopted in 1997, and City Policy 900-16 "Community Energy Partnership" was adopted in 2000. The purpose of this revision is to combine and update Policies 900-14 and 900-16 to provide a more comprehensive and coherent framework for City building projects as well as residential and commercial development within the City of San Diego.

The concept of Sustainable Building "Green Building" practices is designing, constructing and operating buildings that give a high level of environmental, economic and engineering performance. They are designed to consider occupant health, energy and transportation efficiency, resource and material conservation (air, water, land, fuel), as well as reuse and recycling during building construction, operation and demolition. The Environmental Services Department administrative headquarters is the City's first example of a "Green Building", and consumes 50% less energy than the 1998 edition of California's Title 24.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, the City of San Diego is committed to reducing greenhouse gas emissions by reducing electricity use.

PURPOSE:

The purpose of this policy is to assert the City's commitment to green building practices, and provide leadership and guidance in promoting, facilitating, and instituting such practices in the community.

POLICY:

The following principles will guide construction and renovation activities of both City facilities and private residential and commercial buildings:

1. The natural environment and built habitat are interdependent; ways have to be found for both to coexist in harmony.
2. High environmental quality, outdoors and indoors, is essential for the City's long-term health and welfare.
3. Innovative methods and up-to-date technologies should be used in the design, construction, and renovation of buildings within the City of San Diego in order to bring our consumption of energy and natural resources in line with the goals of sustainability.

CITY OF SAN DIEGO, CALIFORNIA COUNCIL POLICY

In order to achieve the necessary improvements in our natural and built environment, City building projects will be planned and executed using the following guidelines. The City will encourage participation and innovation by the private sector through a voluntary program that encourages energy-efficient standards in the residential and commercial building industries.

ENERGY EFFICIENCY:

1. The goal is to meet the most current criteria set forth in nationally recognized programs, e.g. US EPA "Energy Star for Buildings" and US DOE "Sustainable Buildings Program".
2. Buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.
3. Mechanical and electrical systems will be designed and constructed to achieve the maximum energy efficiency achievable with current technology. Computer programs such as DOE-2, Energy Pro, MICROPAS, EQuest, Power DOE, and HAP 3.22 will be used where feasible to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures will be selected to achieve energy consumption at 25% below California's current Title 24 standards, to the extent such measures are economically justified.
4. *Creative design and innovative energy sources and uses will be encouraged to reduce the consumption of energy from non-renewable sources. A deliberate effort will be made to convert to renewable energy sources to the extent that such options are feasible.*
5. All new or significantly remodeled City facilities shall be designed and constructed to achieve energy consumption levels at least 25% below the then current Title 24 standards. An average payback period of five years will be used as a guide for the aggregate of all energy efficiency measures included in a project. In order to maximize energy efficiency measures within these guidelines, projects shall combine energy efficiency measures requiring longer payback periods with measures requiring shorter payback periods to determine the overall project period.

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.
4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.
5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

CITY OF SAN DIEGO, CALIFORNIA COUNCIL POLICY

OUTREACH / EDUCATION:

1. An education and outreach effort will be implemented to make the community aware of the benefits of "Green Building" practices.
2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

PRIVATE-SECTOR/INCENTIVES:

1. It shall be the policy of the City Council to expedite the ministerial plan check for projects which meets the criteria of the Community Energy Partnership Program. The criteria may include, but is not limited to:
 Compliance with EPA "Energy Star for Buildings" Program
 Residential buildings must exceed Title 24 by 30%
 Commercial buildings must exceed Title 24 by 15%
2. It shall be the policy of the City Council to investigate further incentives to encourage energy efficiency in City operations, and in the private sector.

IMPLEMENTATION:

The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement Green Building and energy efficiency in the community.

LEGISLATION:

The City will support State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, and energy efficiency technology.

REFERENCES:

Related existing Council Policies:
 400-11, Water Conservation Techniques
 400-12, Water Reclamation/Reuse
 900-02, Energy Conservation and Management
 900-06, Solid Waste Recycling

HISTORY:

Adopted by Resolution R-289457 11/18/1997
 Amended by Resolution R-295074 06/19/2001

CALIFORNIA LABOR CODE

EXISTING LAW

' 1771. **Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

AMENDMENT

' 1720. **Public works; use of public funds**

As used in this chapter, "public works" means:

(a) Construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this subdivision, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

(b) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "Public work" shall not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.

(c) Street sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.

(d) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

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(e) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

(f) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(Amended by Stats.1989, c. 278, ' 1, eff. Aug. 7, 1989; Stats.2000, c. 881 (S.B.1999), ' 1.)

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City of San Diego

Consultant Performance Evaluation

EXHIBIT I

The purpose of this form is to provide historical data to City staff when selecting consultants.

Section I

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location and CIP No.): 1b. Brief Description: 1c. Budgeted Cost:		2a. Name and address of Consultant: 2b. Consultant's Project Manager: <div style="text-align: right;">Phone () _____</div>	
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include division):		3b. Project Manager (address & phone):	
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)			
4. Design			
4a. Agreement Date: _____ Resolution #: _____ \$ _____			
4b. Amendments: \$ _____ / # _____ (City) \$ _____ / # _____ (Consultant)			
4c. Total Agreement (4a. & 4b.): \$ _____			
4d. Type of Work (design, study, etc.):		4e. Key Contract Completion Dates: <div style="display: flex; justify-content: space-between;"> _____ % _____ % _____ % _____ % _____ % 100 % </div> <div style="display: flex; justify-content: space-between;"> Agreement _____ _____ _____ _____ _____ </div> <div style="display: flex; justify-content: space-between;"> Delivery _____ _____ _____ _____ _____ </div> <div style="display: flex; justify-content: space-between;"> Acceptance _____ _____ _____ _____ _____ </div>	
5. Construction			
5a. Contractor _____ <div style="text-align: center;">(name and address)</div>		Phone () _____ 5b. Superintendent _____	
5c. Notice to Proceed _____ (date) 5d. Working days _____ (number) 5e. Actual Working days _____ (number)		5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changes Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____	
6. OVERALL RATING (Please ensure Section II is completed)			
		Excellent	Satisfactory
6a. Plans/specification accuracy..... Consistency with budget..... Responsiveness to City Staff.....		_____ _____ _____	_____ _____ _____
6b. Overall Rating _____			
7. AUTHORIZING SIGNATURES			
7a. Project Manager _____		Date _____	
7b. Deputy Director _____		Date _____	

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Section II

SPECIFIC RATINGS

PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adhered to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of Field problems				
As-Built Drawings					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Item _____: _____

Item _____: _____

Item _____: _____

Item _____: _____

Item _____: _____

Item _____: _____

(*Supporting documentation attached yes _____ no _____)

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ATTACHMENT 1

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Project Manager of the Local Agency of the City of San Diego, and that the consulting firm of Simon Wong Engineering, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or persons; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate to be furnished to the California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

(Signature)

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Vice President and duly authorized representative of the firm of Simon Wong Engineering, whose address is 9968 Hibert Street, Second Floor, San Diego, CA 92131, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:


(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

January 8, 2008
(Date)


(Signature)